

**ZB# 86-42**

**Raymond Yonnone**

**13-3-1**

Prelim:

10/27/86.

Public,  
Hearing

12/8/86 -

Notice to ✓

Sentinel on

11/14/86.

12/8/86 - Decision reserved

1/12/87 - Decision denying  
use variance.

86-42 - Yonnore, Raymond  
La Nave, Michael -  
use Yonnore (own)

<b>General Receipt</b>		<b>8400</b>															
<b>TOWN OF NEW WINDSOR</b> 555 Union Avenue New Windsor, N. Y. 12550																	
Received of <u>Raymond Vonnore</u>		<u>Nov. 14</u> 19 <u>86</u>															
<u>Fifty and 00/100</u>		\$ <u>50.00</u>															
For <u>Variance Application 86-42</u>		_____ DOLLARS															
DISTRIBUTION																	
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 33%;">FUND</th> <th style="width: 33%;">CODE</th> <th style="width: 33%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td><u>50.00 Cash</u></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	FUND	CODE	AMOUNT	<u>50.00 Cash</u>												By <u>Pauline L. Townsend</u> <u>Town Clerk</u> Title	
FUND	CODE	AMOUNT															
<u>50.00 Cash</u>																	

Williamson Law Book Co., Rochester, N. Y. 14609



ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

-----x  
In the Matter of the Application of  
RAYMOND YONNONE,

DECISION DENYING  
USE VARIANCE

#86-42.  
-----x

WHEREAS, RAYMOND YONNONE, 6 Allen Place, New Windsor, N. Y. has made application before the Zoning Board of Appeals for a use variance for the purposes of:

Operation of an auto, boat, trailer, mechanical repair shop and inspection station (no spray painting) at 152 Walsh Road, New Windsor, New York in an R-4 zone; and

WHEREAS, a public hearing was held on the 8th day of December, 1986 at the Town Hall, 555 Union Avenue, New Windsor, New York; and

WHEREAS, Applicant YONNONE appeared in behalf of himself; and ;

WHEREAS, the application was opposed by several area residents; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant owner YONNONE has been operating an automobile and boat repair shop in an R-4 zone for several years which included paint spraying of vehicles.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The evidence indicates that the aforesaid circumstances or conditions are such that the strict application of the provisions of the local law would not deprive the applicant of a reasonable use of such land since the building can be utilized as zoned.

2. The evidence indicates that the plight of the applicant is not due to unique circumstances or to general conditions suffered by other persons within the same zone since applicant failed to prove hardship or reasonable return to the land or building.

3. The evidence shows that the application as presented will alter the essential character of the neighborhood which is residential in nature.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor denys a use variance to the applicant YONNONE.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and the applicant.

Dated: January 26, 1987.

  
Chairman



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

January 13, 1987

Mr. Raymond D. Yonnone, Jr.  
6 Allen Place  
New Windsor, N. Y. 12550

RE: APPLICATION FOR USE VARIANCE #86-42

Dear Mr. Yonnone:

This is to advise that the Zoning Board of Appeals made a decision to deny your above application for a use variance at its January 12, 1987 meeting.

Formal decision will be drafted at a later date and acted upon by the Board. You will be receiving a copy by return mail.

Very truly yours,

A handwritten signature in cursive script that reads 'Patricia A. Barnhart'.

PATRICIA A. BARNHART, Secretary  
ZONING BOARD OF APPEALS

/pab

cc: Town Planning Board  
Building Inspector Babcock



## NEW WINDSOR POLICE DEPARTMENT

P.O. Box 6058 Stewart Airport  
New Windsor, N.Y. 12550



914 564-2200

TO: New Windsor Town Board

FROM: Chief Walter Koury

SUBJECT: Survey of Intersection - Walsh Road & Merline Avenue

At the regular Town Board meeting of December 18, 1985, I was instructed to conduct a survey regarding the traffic conditions of the intersection of Walsh Road and Merline Avenue. On December 20th, I instructed the supervisor of this Department's Accident Investigation Unit, Sergeant Michael Biasotti, to conduct said survey and to give his recommendations which would alleviate any hazardous conditions which may exist.

I received Sgt. Biasotti's report on December 24th. In concluding his report, he makes three recommendations which would reduce or eliminate the current existing conditions. In my opinion, Item 1, creating a No Parking Zone in front of #150 Walsh Road (Petrillo's Ducktown Inn) and #152 Walsh Road (Orange Boat Sales), may be the best alternative to improve the existing conditions by increasing the sight distances within the intersection while maintaining the free flow of traffic therein.

Please contact me should you have any additional questions regarding this matter.

Respectfully submitted,

Walter Koury  
Walter Koury  
Chief of Police

Dated: December 26, 1985  
ENCL: (2)

cc: J. Tad Seaman, Town Attorney

RECEIVED  
ATTORNEY'S OFFICE  
TOWN OF NEW WINDSOR

DEC 30 1986

Patricia Barnhart

DEC 23 1986

BY: Em

TO: Sergeant M. Biasotti

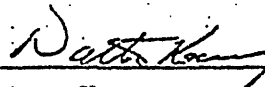
FROM: Chief Walter Koury

DATE: December 20, 1985

You are to conduct a survey of the intersection of Walsh Road and Merline Avenue regarding the following condition:

- A. Parking of vehicles in or near the intersection and how that affects:
  - 1. flow of traffic through the intersection
  - 2. visibility of vehicles as they approach and proceed through the intersection
  - 3. times of day and days of week this condition exists
  - 4. reason(s) why condition exists.

If your survey reflects a hazardous existing condition at this location, I would request your recommendations which would correct same. Submit a written report of your findings to me by Monday, January 6, 1986.

  
Walter Koury  
Chief of Police



To: Chief Walter Koury

From: Sergeant Michael C. Biasotti

Regarding: Traffic Survey, Walsh Rd. and Merline Ave.

After conducting a survey of the intersection of Walsh Road and Merline Avenues, and the affect that parked cars has on vehicular and pedestrian traffic at that particular location, several conclusions can be made as to your questions.

Firstly, the intersection is a standard T-style intersection without curbing. The main throughfare is Walsh Road which runs east and west at this location. It is a posted 30 mile per hour speed zone. The main traveled portion of the roadway is approximately 25 feet across. Merline Ave. is the secondary roadway which runs north and south and ends at Walsh Road. It has no posted speed limit sign, however there are speed limit signs in the vicinity stating, area speed limit 30 miles per hour. Merline is posted with a stop sign at the intersection of Walsh Road.

The undisputed problem at this location is obstructed view. This obstruction is caused by parked vehicles at #150 Walsh Road (Petrillo's Ducktown Inn) and #152 Walsh Road (Orange Boat Sales). This problem occurs at all times that the Inn is open for business and obviously worse during the heavier traffic hours such as early morning, noon and early evening. Orange Boat Sales has this problem at all times do to trucks and boats on trailers being parked in front of the business around the clock. (See Diagram)

The flow of traffic is not greatly affected on Walsh Road due to the fact that it is the main road. Virtually none of the traffic on Walsh Road slows when it approaches the intersection of Merline. This is also due to the inability of drivers to see the intersection until they are upon it. Without obstructions, drivers traveling east on Walsh Road approaching Merline, can first see the intersection from about 1/10th of a mile, 528 feet or the area of Start Rite Auto

Electric #128 Walsh road. Drivers traveling west on Walsh road can first observe the intersection from the area of the New Windsor Fire Company, which is approximately 2.5 tenths of a mile or 1,320 feet away. A normal, medium sized car parked on Walsh road, in front of either Petrillo's or Orange Boat Sales, causes a substantial view obstruction. Often large box type delivery trucks, full size cars and boats on trailers make clear view for operators on Merline, attempting to enter Walsh road, extremely hazardous. This condition exists due to the improper close placement of the buildings at #'s 150 & 152 Walsh road in relationship to Walsh road itself. It is also apparent that neither establishment has ample parking facilities to accommodate thier clientele. This causes vehicles to park along both sides of both Walsh road and Merline ave, which adds to the overall congestion of the area.

Diagram #2 is a time and placement, scale diagram. It replicates the intersection at a busy time. As you can see, if a vehicle were to stop at or in the area of the stop sign on Merline ave. a vehicle traveling east on Walsh would not observe the vehicle on Merline, (and vice-a-versa), until the vehicle was only 38 feet from the center of the intersection. At a speed of 30 miles per hour, this would put the vehicle on Walsh road, just .86 seconds from the center of the intersection or point of possible impact.

If the vehicle on Walsh was traveling in a westerly direction towards Merline, both vehicles points of possible perception, would put the vehicle on Walsh approximately 40 feet from the center of the intersection or point of possible impact. In terms of time, approximately .90 seconds. Taking into consideration that the normal reaction time of an unimpaired driver is approximately .75 seconds, this leaves just .11 seconds for braking time in the first incidence and .15 seconds in the second example. Both roadways are composed of bituminous material which in normal, dry conditions would have a coefficient of friction (drag factor) of .45 to .65. When the above information is used in a time in slide formula, I come up with a total time of .61 seconds sliding, plus .75 seconds reaction time. For a total of

1.36 seconds at a .45 drag factor, to 1.63 seconds at a .65 drag factor. The vehicle traveling at 30 m.p.h. on Walsh road would require from 79 to 99 feet to come to a complete skidding stop without impact. Calculations are based upon the best road conditions.

To add to this problem, the drivers of vehicles on Merline approaching Walsh, are forced to pull forward onto the main traveled portion of Walsh road in order to obtain an unobstructed view.

Pedestrian traffic is also greatly affected. Due to the closeness of the buildings to Walsh road, the customers must park their cars with the front of them almost touching the building. This is in an attempt to keep the rear ends of the vehicles off of Walsh road. This causes the pedestrian traffic to walk behind the vehicles and onto Walsh road. (See diagram #2)

Conclusion: It is my conclusion that a hazardous condition does exist at this location. This problem most directly affects the traffic flow on Merline ave, by making entrance onto Walsh road from Merline ave. hazardous. I believe that a motor vehicle accident at this location is not only possible, but likely. It has been shown that when the obstruction exists, the distance required to stop a vehicle doing 30 m.p.h. on Walsh road is greater than the distance to the point of possible perception.

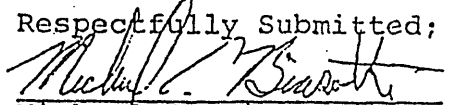
I have found two means by which this situation may be corrected, and one that would lessen its severity.

- #1) Making the areas on diagram #3 labeled parking areas "B" & "C" a no parking zone. This answer may also prove to be a hardship on the businesses, due to the already limited parking in that area.
- #2) Make Merline ave. from Walsh road to Clancy ave., a one way street in a southerly direction.

#3) Mandatory diagonal parking in front of both #150 & #152 Walsh road. (See diagram

#3) However it would not increase the visibility greatly and would be very difficult, if not impossible to enforce.

Respectfully Submitted;

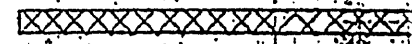
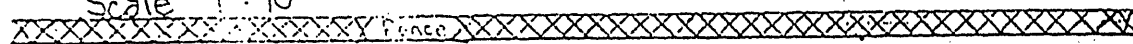
  
Michael C. Biasotti

Sergeant

New Windsor Police Dept.

# Federal Block Company

Scale 1" = 10'



Parking Area "A"

Dotted Lines indicate Approximate edges of main traveled portions of roadways

Walsh Road

Parking Area "B"

Petrillo's  
Ducktown Inn  
#150 Walsh Rd.

Merline Ave.

Parking Area "C"



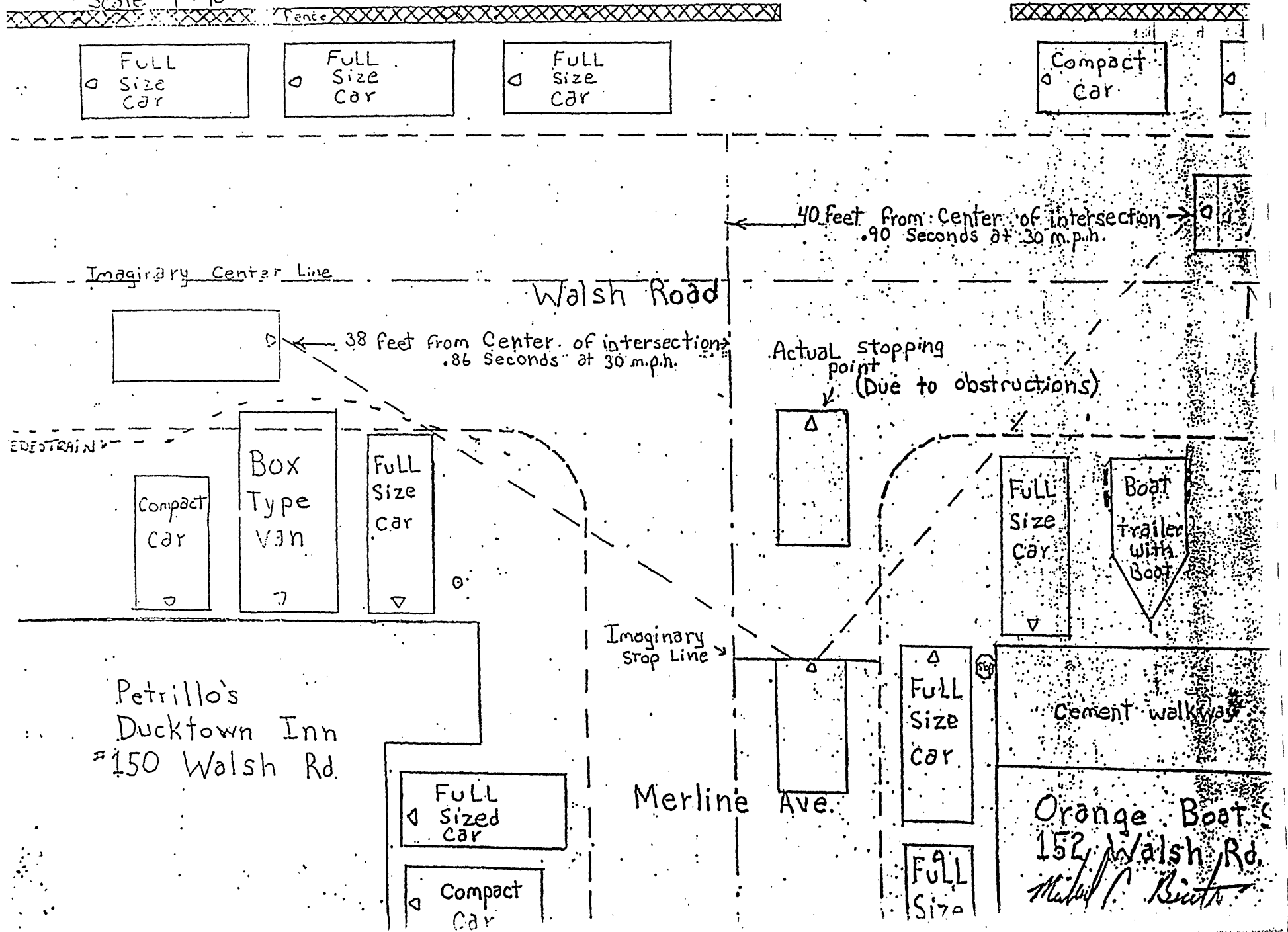
Cement Walkway

Orange Boat Sal  
152 Walsh Rd.



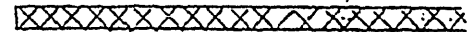
# Federal Block Company

Scale 1" = 10'



# Federal Block Company

Scale 1" = 10'



Parking Area "A"

Dotted Lines indicate Approximate edges of main traveled portions of roadways

Walsh Road



Parking Area "B"

Petrillo's  
Ducktown Inn.  
#150 Walsh Rd.

Merline Ave.

Parking Area "C"

Cement Walkway

Orange Boat Sales  
152 Walsh Rd.

*Handwritten signature or initials*



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

(59)

(44) returned

November 10, 1986

Mr. Michael Reis  
% Paul Capicchioni Realtors  
P. O. Box 4290  
New Windsor, New York 12550

RE: 13-3-1

Dear Mr. Reis:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$75.00, minus your \$25.00 deposit. Please remit same to the Town Clerk, Town of New Windsor, New York.

Very truly yours,

*Christian E. Jahrling*  
CHRISTIAN E. JAHRLING, IAO  
SOLE ASSESSOR

CEJ/jvv



Michael & Elena Colandrea  
83 Clancy Ave.  
New Windsor, N.Y. 12550

Mary G. Faricellia  
126 Walsh Avenue  
New Windsor, N.Y. 12550

X Ralph & Margaret Faricellia  
114 Walsh Avenue  
New Windsor, N.Y. 12550

X Carmine & Louise Mario  
61 Clancy Ave.  
New Windsor, N.Y. 12550

X John & Lucille Faricellia  
140 Walsh Avenue  
New Windsor, N.Y. 12550

X Edward & Susan Wein  
154 Walsh Ave.  
New Windsor, N.Y. 12550

X John & Anna T. Cru dele  
12 Merline Ave.  
New Windsor, N.Y. 12550

X Petrillo Properties  
150 Walsh Ave.  
New Windsor, N.Y. 12550

X Emil Sledzianowski  
59 Clancy Ave.  
New Windsor, N.Y. 12550

X Three D Realty Inc.  
Oakridge Drive  
Newburgh, N.Y. 12550

X Mary Grace Faricellia  
126 Walsh Ave.  
New Windsor, New York 12550

X John & Janet Duda  
80 Clancy Ave.  
New Windsor, N.Y. 12550

Richard & Brenda Bucci  
2 Myrtle Ave.  
New Windsor, N.Y. 12550

X Daniel & Lori Canissario  
12 Myrtle Ave.  
New Windsor, N.Y. 12550

Joseph & Ethel Reardon  
X 14 Myrtle Ave.  
New Windsor, N.Y. 12550

X Gasper & Elizabeth Cangelosi  
20 Myrtle Ave.  
New Windsor, N.Y. 12550

X Louis & Helen Masloski  
22 Merline Ave.  
New Windsor, N.Y. 12550

X Charles H. & Fanny Davis  
30 Merline Ave.  
New Windsor, N.Y. 12550

X Byron & Mary Hulse  
34 Merline Ave.  
New Windsor, N.Y. 12550

X Charles & Eleanor T. DiMaria  
164 Quassaick Ave.  
New Windsor, N.Y. 12550

Gerald Gillispie & Joan Livingstone  
36 Merline Ave.  
New Windsor, N.Y. 12550

John R. & Susan M. Clark  
42 Merline Ave.  
New Windsor, N.Y. 12550

George & Shierla Manning  
46 Merline Ave.  
New Windsor, N.Y. 12550

X Allen & Minnie Dempsey  
19 Merline Ave.  
New Windsor, N.Y. 12550

X Thaddeus E. Malinowski  
29 Lawrence Ave.  
New Windsor, N.Y. 12550

X Dennis & Linda Kadian  
36 Lawrence Ave.  
New Windsor, N.Y. 12550

X Joseph & Gina Bernabo  
40 Lawrence Avenue  
New Windsor, N.Y. 12550

X Hazelton M & Anna V. Kerr  
37 Merline Ave.  
New Windsor, N.Y. 12550

Thomas & elena Sears  
33 Merline Ave.  
X New Windsor, N.Y. 12550

X Simone & Jeannette A. Guerra  
33 Merline Ave.  
New Windsor, N.Y. 12550

X Gus & Anna S. Cimorelli  
Merline Ave. , MD 23  
New Windsor, N.Y. 12550

X Nicholas & Jean Garzione  
27 Merline Ave.  
New Windsor, N.Y. 12550

X John & Katalin Tolnai  
25 Merline Ave  
New Windsor, N.Y. 12550

Salko-Mable Furniture, Inc.  
390 Berry St .  
Brooklyn, N.Y. 11211

X Elizabeth F. Rahm  
15 Lawrence Ave.  
New Windsor, N.Y. 12550

Harry & Eileen G. Mickel  
19 Lawrence Ave.  
New Windsor, N.Y. 12550

X Chester & Evelyn Grzibowski  
12 Melrose Ave.  
New Windsor, N.Y. 12550

X Joseph & Gail Vesely Jr.  
172 Walsh Ave.  
New Windsor, N.Y. 12550

X Felicia, Sheley, Alison, Alberta, Albert Coritz  
178 Walsh Avenue  
New Windsor, N.Y. 12550

X Leon & Dixie Mehl  
R D 1 Rock Cut Road  
Walden, N.Y. 12586

X Edward Frederick & John Henry Slobada  
8 Blanche Ave.  
New Windsor, N.Y. 12550

Peter & Christine M. Gandolfini  
16 Melrose Avenue  
New Windsor, N.Y. 12550

William J & Deborah Graham Jr.  
X 20 Melrose Ave.  
New Windsor, N.Y. 12550

Pauline Gaydos  
26 Melrose Ave.  
New Windsor, N.Y. 12550

X Tobio & Susan Pacione  
30 Melrose Ave.  
New Windsor, N.Y. 12550

X Thaddeus Malinowski & Wanda Rymaszewski  
39 Lawrence Ave.  
New Windsor, N.Y. 12550

X Frank S. Smedley  
27 Lawrence Ave  
New Windsor, N.Y. 12550

X John E. Gerli  
44 South Stanwich  
Greenwich Conn. 06380

L A B Realty Co  
109 South Regent St.  
Port Chester, N.Y. 10573

X Thomas & Karen Russell  
165 Walsh Ave.  
New Windsor, N.Y. 12550

James C. Jensen Jr.  
139 John Street  
New Windsor, N.Y. 12550

X Angelo Ruggerio  
137 Walsh Ave.  
New Windsor, N.Y. 12550

X Charles Babcock  
155 Walsh Ave.  
New Windsor, N.Y. 12550

X Gladys Sager  
135 John Street  
New Windsor, N.Y. 12550

Mae H. Evans  
189 Windsor Highway  
New Windsor, N.Y. 12550

X Ellen W. Thompson  
135 Walsh Avenue  
New Windsor, N.Y. 12550

F. T. Realty Holding Corp.  
MD 23  
Walsh Ave.  
New Windsor, N.Y. 12550

Stephen & Kenneth Miron  
% Federal Block Co.  
P. O. Box 4090  
New Windsor, N.Y. 12550

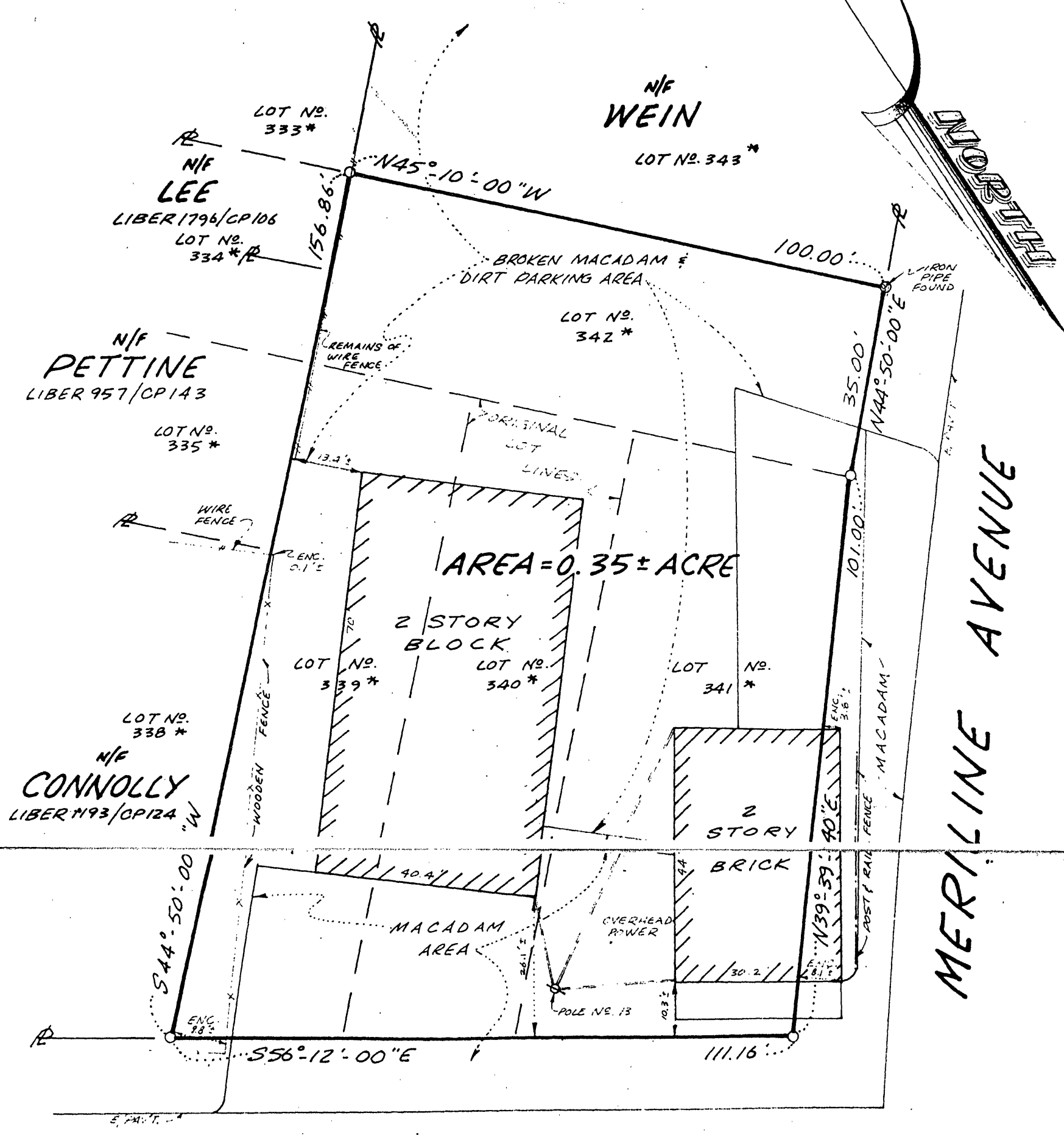
X Cornwall Paper Mills  
300 Executive Dr.  
Suite 360  
West Orange, N.J. 07052

12

12/8/86

Public Hearing #86-42 - Yonnone, Raymond

Name:	Address.
JAMES B LEE	12 LAWRENCE AVE. NW
Geraldine Lee	12 Lawrence Ave. New Wido.
Harry T. Connolly	162 Walsh Ave. D-W
Mary Connolly	162 Walsh Ave NW,
Shirley Zarnesick	160 Walsh Ave NW
Freid Zarnesick	160 Walsh Ave NW
Yuhala Langman	27 Melrose NW
Pat Fawcett	28 Gaudin St NW
Jared Varnish	106 Blanche Ave. N.W.
JOHN F. HOMIN	91 MERLINE AVE NW.
Robert F. Fawcett	Free Independent - Ex of New W. Union
GARY DREYER	8 Veronica Ave N.W.

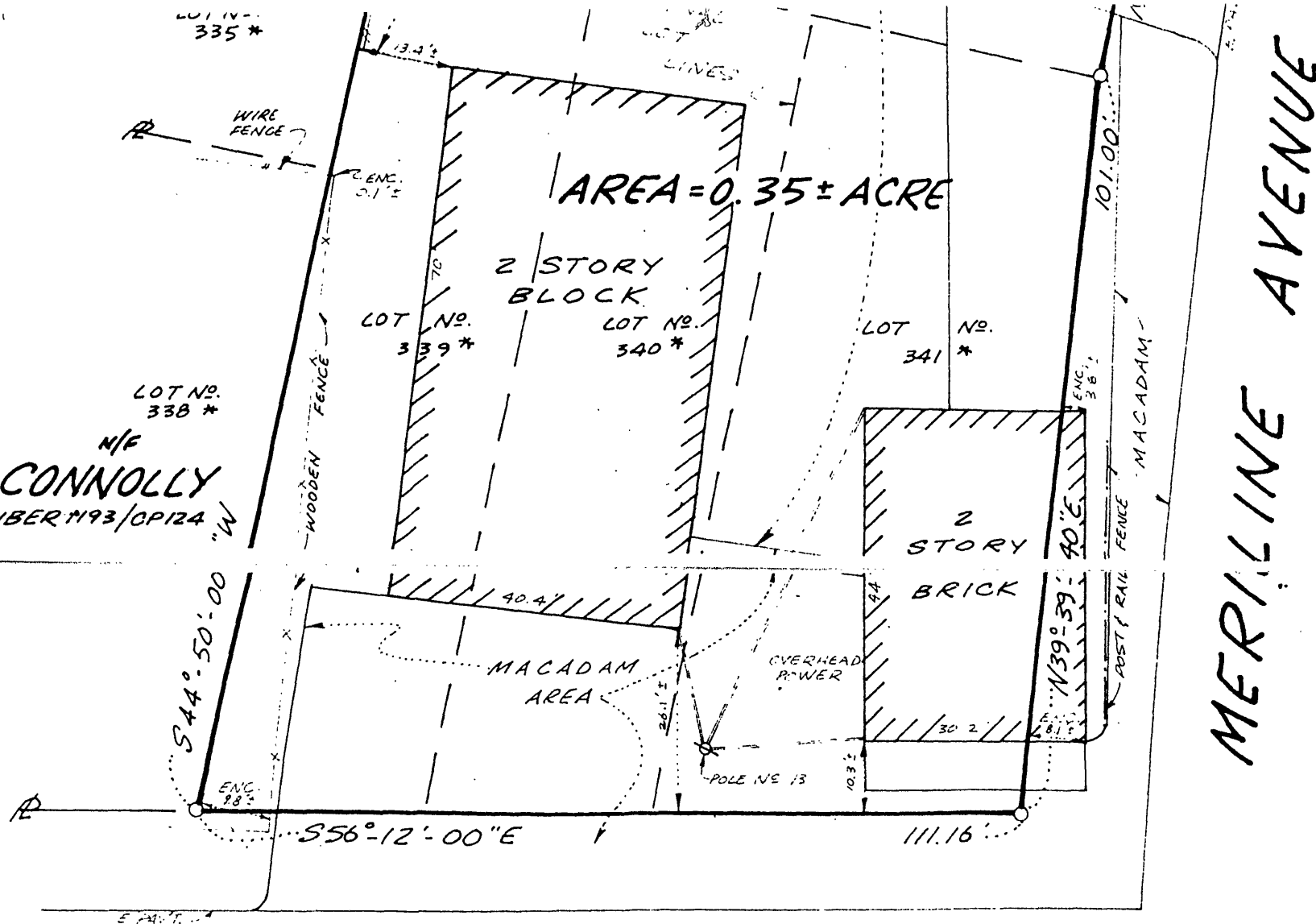


WALSH'S ROAD

MERILINE AVENUE

\* LOT NUMBERS REFER TO 1

LOT NO.  
338 \*  
N/E  
**CONNOLLY**  
LIBER 1193/CP124 "W"



**WALSH'S ROAD**

\* LOT NUMBERS REFER TO A  
MAP ENTITLED, "CITY PARK",  
FILED IN THE ORANGE  
COUNTY CLERKS OFFICE ON  
AUGUST 30, 1909, AS MAP NO.  
647.

**MAP OF SURVEY  
FOR  
RAYMOND D. YANNONE**

TOWN OF NEW WINDSOR  
SCALE: 1" = 20'

ORANGE COUNTY, N.Y.  
MAY 9, 1984

IT IS HEREBY CERTIFIED THAT THIS SURVEY WAS PREPARED IN ACCORDANCE  
WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE  
NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, INC.

**CERTIFIED TO:**

COLUMBUS TRUST COMPANY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY  
RAYMOND D. YANNONE

**JOB NO. 84:115B**

**PETER R. HUSTIS, L.L.S.**





TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 86-42

Date: 10-28-86,

I. ✓ Applicant Information:

- (a) RAYMOND D YANNONE JR 6 Allen Pl. NEW WINDSOR 561-8098.  
(Name, address and phone of Applicant) (Owner) 201-342-2332
- (b) HERMAN + JOSEPHINE NUSSA 213 HENMARKER DR. NORTHVALE, NJ. 07647  
(Name, address and phone of purchaser or lessee)
- (c) Andrew BILONA 105 PLANK ROAD, NEWBURGH 561-0690  
(Name, address and phone of attorney)
- (d) LEASE REAL ESTATE BROADWAY NEWBURGH 565-2800  
(Name, address and phone of broker)
- CAPICCHIONI REAL ESTATE 316 Blooming GROUT PK. NEW WINDSOR 565-6690

II. Application type:

- ☒ Use Variance ☐ Sign Variance
- ☐ Area Variance ☐ Special Permit

III. ✓ Property Information:

- (a) R-4 152 WALSH ROAD 13-3-1 .35 acres.  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? COMMERCIAL
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? Sept 1982
- (e) Has property been subdivided previously? NO When? \_\_\_\_\_
- (f) Has property been subject of variance or special permit previously? Yes When? 1971
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? YES
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: YES. Several automobiles and boats for repair and service.

IV. ✓ Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-9, Table of Use/Bulk. Regs., Col. A, to allow:  
(Describe proposal) We would like to discontinue all spray painting (BODY SHOP will be relocated) and use building for auto/BOAT/TRAILER mechanical repair/service/overhaul. THE LOCATION will BE A AUTO/BOAT/TRAILER LICENSED REPAIR SHOP-INSPECTION STATION.

- ✓(b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Property was purchased in 1982 as a existing body shop/Repair shop. It was brought to my attention that a variance for this use was never granted. The property and building have no value BECAUSE of this violation there for the property has no use or value without a VARIANCE. IT IS NOT ECONOMICALLY FEASIBLE TO UTILIZE PROPERTY AS A SINGLE FAMILY RESIDENTIAL USE.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.	/	/
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage*	%	%
Floor Area Ratio**		

\* Residential Districts only

\*\* Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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VII. Special Permit:

- (a) Special Permit requested under New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.
- (b) Describe in detail the use and structures proposed for the special permit.

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VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

I believe by granting this variance will improve the area by eliminating the existing non-conforming body shop. THERE will be no use of solvents or paint spraying. This will solve the existing odor problem. Also, the entire sides of WALSH ROAD AROUND THIS PARCEL IS BEING USED FOR MANY BUSINESS & COMMERCIAL PURPOSES.

IX. Attachments required:

- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ N/A Copy(ies) of sign(s) with dimensions.
- ☒ Check in the amount of \$50.00 payable to TOWN OF NEW WINDSOR.
- ☒ Photos of existing premises which show all present signs and landscaping.

✓ X. AFFIDAVIT


Date 11-8-86

STATE OF NEW YORK )  
COUNTY OF ORANGE ) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

  
(Applicant)

Sworn to before me this

8 day of November, 1986.  


ALICE E. WEIGHTMAN  
Notary Public, State of New York  
Qualified in Orange County  
No. 4630245  
Commission Expires May 31, 1988

XI. ZBA Action:

(a) Public Hearing date \_\_\_\_\_.

(b) Variance is \_\_\_\_\_.

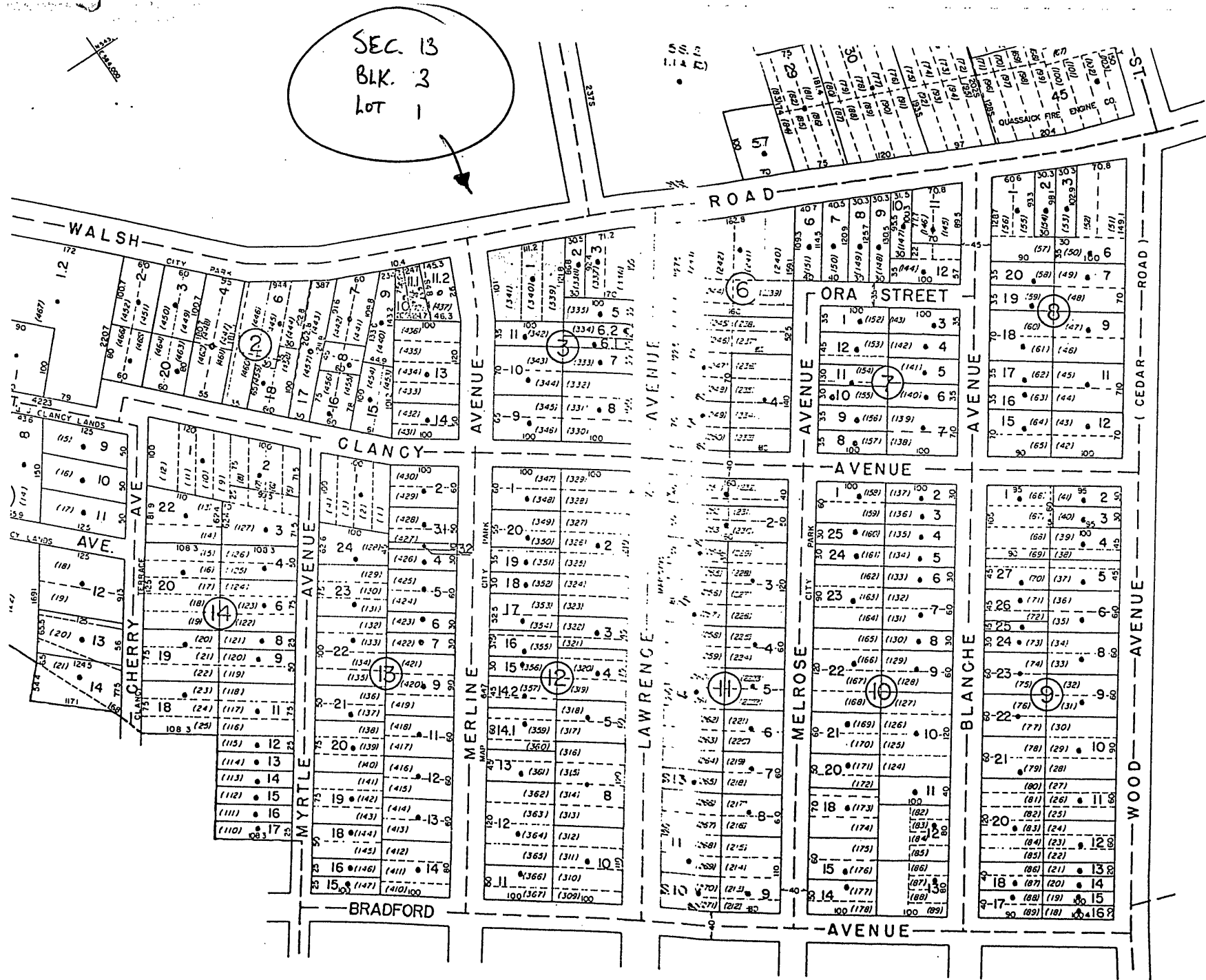
Special Permit is \_\_\_\_\_.

(c) Conditions and safeguards: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.

SEC. 13  
BLK. 3  
LOT 1



SECTION

SECTION 15

# Contract of Sale

Date July 2, 1986

Seller and Purchaser agree as follows:

Seller RAYMOND D. YANNONE  
address: 6 Allen Place, New Windsor, New York 12550

Purchaser HERMAN MASSA & JOSEPHINE MASSA  
address: 213 Henmarken Drive, Northvale, New Jersey 07647

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.
2. The Property is described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being lot numbered three hundred forty-one (341) on a map or plan of City Park dated August 16, 1909, made by A. L. Eliot, Civil Engineer, and filed in the office of the Clerk of Orange County August 30, 1909, and more particularly described as follows:

BOUNDED northeasterly by Walsh's Road, 50.12 feet; southeasterly by Lot 340 on said plan 110.62 feet; southwesterly by Lot 342 on said plan 40.0 feet; northwesterly by Merline Avenue 101.00 feet. Containing, according to said plan, 5,265 square feet, more or less. Together with the fee, insofar as the parties of the first part have the right to convey the same, of all the streets and ways shown on said plan, in common with the owners of the other lots shown on said plan, and subject to the right of all of said owners to make any customary use of said streets and ways.

ALSO ALL that tract or parcel of land situate in the Town of New Windsor, County of Orange and State of New York, being lots numbered three hundred thirty-nine (339), three hundred forty (340) and three hundred forty-two (342) on a map of City Park, dated August 16, 1909, made by A. L. Eliot, Civil Engineer, and filed in the office of the Clerk of Orange County, August 30, 1909, and more particularly described as follows, to wit:

BOUNDED northeasterly by Walsh's Road 61.04 feet; southeasterly by Lots 338, 335 and 334 on said plan 156.86 feet; southwesterly by Lot 343 on said plan 100.0 feet; northwesterly by Merline Avenue 35.0 feet; northeasterly by Lot 341 on said plan 40.0 feet; northwesterly by lot 341 on said plan 110.62 feet. Containing, according to said plan, 10,474 square feet, more or less. Together with the fee, insofar as the parties of the first part have the right to convey the same, of all the streets and ways shown on said plan, in common with the owners of the other lots shown on said plan, and subject to the right of all of said lot owners to make any customary use of said streets and ways. No house costing less than Four Hundred Dollars shall be built on said lots.

BEING the same premises conveyed by Clara Messina as Executrix of the Estate of Peter J. Messina to Raymond D. Yannone by deed dated August 11, 1982 and recorded in the Orange County Clerk's Office on August 19, 1982 in Liber 2229 of Deeds at page 283.

RIDER TO CONTRACT BETWEEN

RAYMOND D. YANNONE (Seller)

AND

HERMAN MASSA (Purchaser)

Notwithstanding anything to the contrary contained in this contract between the above parties, of which this addendum is hereby made a part, the Seller agrees with the Purchaser as follows:

1. Prior to the time of closing, the Purchaser shall have the right to inspect the premises at reasonable times upon reasonable notice to the Seller or Seller's attorney.
2. In the event the water supply to the premises located on the aforescribed property is by well or other private system, this contract will be contingent upon such water supply being potable in accordance with the standards of the Orange County Board of Health. The Purchaser, at his own cost and expense, and within 30 days from the date of this contract, may obtain a report from the Orange County Board of Health or other recognized water testing laboratory to satisfy this contingency.
3. The parties agree that the Purchaser shall be permitted to have the premises inspected for termites within 30 days of the date of this contract, and in the event termite infestation is disclosed in a report by a reputable exterminator, then the Seller shall have the option of curing such condition and repairing any and all damage incurred by such infestation or cancelling this contract. In the event of the cancellation of this contract and upon the return of all earnest money deposits, neither party shall have any further right or claim against the other.
4. The Seller represents and warrants that there are no tenancies affecting said premises except as are set forth herein, that the Seller will not be in violation or default of any lease so affecting said premises at time of closing, that the premises will be delivered at the time of closing in a vacant and broomclean condition, that any debris elsewhere on the premises will be removed prior to closing, and that the premises will be in substantially the same condition at time of closing as it was as of the time of Purchaser's recent inspection of the same.
5. The premises are conveyed subject to a satisfactory survey, zoning ordinances, building regulations, covenants, easements, and restrictions of record, provided the same have not been violated nor will be violated, by the previous or continued use and occupancy of any structure thereon as such, provided the same do not substantially reduce the usable area of said premises, and provided the same do not otherwise render title unmarketable.
6. Seller represents that all items of personal property conveyed with this sale will be in operating condition and working order at the time of closing and shall be conveyed free and clear of all liens.

and all of its fixtures and appurtenances constructed upon the premises, or otherwise included in this sale.

8. The Purchaser shall have the privilege of procuring his own fire insurance on the subject premises and no adjustment of unearned premium due the Seller will be required.
9. Notwithstanding the liability for risk of loss or damage of premises due to fire, the Seller agrees that should the premises be damaged in any way by fire or elements, the Purchaser shall have the option of proceeding with this contract with a fair and reasonable abatement of the purchase price on account of said loss or damage, or declaring the same null and void and the sole liability of the Seller in the latter case will be the return of the sums paid on account hereof to the Purchaser.
10. The within premises is sold and purchased in its 'AS IS' condition, and the Seller shall have no liability to repair or correct any violations or renovations relating to a certificate of occupancy or the FHA or VA and Purchaser shall hold the Seller harmless therefrom. *Seller shall not damage premises in any manner from time of inspection to time of closing.*
11. ~~The Seller shall provide an unconditional certificate of occupancy at or prior to closing, if available free and clear of any violations, and Purchaser shall have no liability to repair or correct any violations or renovations required by the FHA or VA, and Seller shall hold Purchaser harmless therefrom.~~
12. Notwithstanding anything contained herein to the contrary, the Seller represents that the plumbing, heating and electrical systems contained in the premises will be in working order at the time of closing, and that the roof and cellar will be free of leaks and leakage at the time of closing, said representations not to survive closing of title.
13. All down payment monies paid pursuant to this contract shall be held in escrow by Seller's attorney pending closing of title.
14. ~~This contract is subject to the Purchaser's obtaining a~~ mortgage commitment in the amount of \$ \_\_\_\_\_, at prevailing rates and terms, for no less than \_\_\_\_\_ years, no later than 30 days from the date of this contract. Purchaser shall make prompt application for the same. In the event Purchaser, after due diligence, is unable to secure said mortgage commitment, then at the option of either party, this contract shall be declared null and void in which case all monies paid hereunder shall be returned to the Purchaser. However, in the event Purchaser secures a mortgage commitment in an amount less than \$ \_\_\_\_\_, then this contract shall remain in full force and effect subject to further agreement and understanding between the parties, including the unilateral right of the Seller to reduce the purchase price by the amount the mortgage commitment is less than \$ \_\_\_\_\_, and the unilateral right of the Purchaser to obtain other and independent monies to make up the difference between the mortgage commitment and \$ \_\_\_\_\_.



25. In the event the purchaser has not received a written mortgage commitment by July 29, 1986, then and in that event either party may elect to cancel this agreement and upon the return of the down payment monies, neither party shall have any obligation to the other.

The sale includes:

(a) All buildings and improvements, on the Property.

(b) All right, title and interest, if any, of Seller in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.

~~(c) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage(s). They include but are not limited to plumbing, heating, lighting and cooking fixtures, fire, smoke, and burglar alarms, radio and television aërials, blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, clothes washers, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.~~

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

Non-Real Estate items included in this sale: 1 compressor in body shop.

**FIXTURES.**

Price

3. The purchase price is ..... \$165,000.00  
payable as follows: Binder deposit, receipt acknowledged ..... 500.00  
On the signing of this Contract, by check subject to  
collection: ..... \$ 16,000.00  
By allowance for the principal amount still unpaid  
on the Existing Mortgage: ..... \$  
By a Purchase Money Note and Mortgage from  
Purchaser (or assigns) to Seller: ..... \$

BALANCE AT CLOSING ..... \$ 148,500.00

The BALANCE AT CLOSING shall be paid in cash or good certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. A check must be payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if other than a corporation) to the order of Seller in the presence of Seller or Seller's attorney.

Buildings and  
improvements  
Streets,  
assignment  
of unpaid  
awards

Fixtures,  
personal  
property

Buildings and  
improvements  
Streets,  
assignment  
of unpaid  
awards

Fixtures,  
personal  
property

The sale includes:

- (a) All buildings and improvements, on the Property.
- (b) All right, title and interest, if any, of Seller in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.
- ~~(c) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage(s). They include but are not limited to plumbing, heating, lighting and cooking fixtures, fire, smoke, and burglar alarms, radio and television aerials, blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, clothes washers, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.~~

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

Non-Real Estate items included in this sale: 1 compressor in body shop.

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The BALANCE AT CLOSING shall be paid in cash or good certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. A check must be payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if other than a corporation) to the order of Seller in the presence of Seller or Seller's attorney.

Existing  
Mortgage

4. The Property will be conveyed subject to the continuing lien of the following mortgage ("Existing Mortgage"):  
Mortgage now in the unpaid principal amount of \$ ..... and interest at the rate of %  
per year, presently payable in ..... installments of \$ ..... which includes principal, interest,  
and with any balance of principal being due and payable on ..... 19 .....

5. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.

The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is intended to be satisfied.

- (a) Application for a mortgage or other lien on the Property and to the effect that the Property is not subject to any such lien or other encumbrance.
- (b) Confirmation of the title and easements of record.
- (c) A survey of the Property may show if it does not make the title to the Property in whole or in part.
- (d) Existing tenancies.
- (e) Unpaid assessments payable after the date of the transfer of title.

Use of  
purchase  
price to pay  
encumbrances

Deed and  
transfer  
taxes

Adjustments  
at closing

Water meter  
readings

Fire, other  
casualty

Condition of  
Property

Seller unable  
to convey,  
liability

Closing date  
and place

Broker

Purchaser's  
lien

Notice

Entire  
Agreement

No Oral  
Change  
Successors

Multiple  
Parties

7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.

8. At the Closing Seller shall deliver to Purchaser a Bargain & Sale w/CAG Acts. deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

9. The following are to be apportioned pro-rata to the date of transfer:

(a) Rents as and when collected.

(b) Existing Mortgage.

(c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.

(d) Provisions for existing and future improvements on the Property.

(e) Fuel, if any.

(f) Existing Mortgage.

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

14. The Closing will take place at the office of Andrew P. Bivona, Esq., 10 South Plank Road, Newburgh, New York or the lending institution, if any. In any event, no further than forty (40) miles from Newburgh at 2:00 P.M. on or about Aug. 29, 1986.

15. Purchaser represents that Purchaser has not dealt with this sale other than John J. Lease Realtors and Capicchioni Real Estate and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker).

16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.

18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.

19. This Contract may not be changed or ended orally.

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

22. All monies paid on account of this agreement shall be held in escrow by seller's attorney pending closing or other disposition of this agreement.

23. Purchaser has inspected the subject premises and accepts the same in their present "as is" condition normal wear and tear excepted.

Use of  
purchase  
price to pay  
encumbrances

Deed and  
transfer  
taxes

Adjustments  
at closing

Water meter  
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Fire, other  
casualty

Condition of  
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Closing date  
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Broker

Purchaser's  
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Entire  
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No Oral  
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Multiple  
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(c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.

~~(d) Fuel, if any.~~

(e) Fuel, if any.

~~(f) Repairs to existing mortgage.~~

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

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12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

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14. The Closing will take place at the office of Andrew P. Bivona, Esq., 10 South Plank Road, Newburgh, New York or the lending institution, if any. In any event, no further than forty (40) miles from Newburgh at 2:00 P.M. on or about Aug. 29, 1986.

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18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.

19. This Contract may not be changed or ended orally.

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

22. All monies paid on account of this agreement shall be held in escrow by seller's attorney pending closing or other disposition of this agreement.

23. Purchaser has inspected the subject premises and accepts the same in their present "as is" condition, normal wear and tear excepted.

24. This agreement is contingent upon the purchaser securing mortgage financing in the amount of \$13,000.00 at the prevailing rate of interest for a term of 20 years from the lending institution of his choice. Purchaser agrees to make prompt and diligent application for said mortgage financing. \*\*PLEASE SEE ABOVE\*\*

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

SELLER

RAYMOND D. YANNONE

PURCHASER

HERMAN MASSA

**PREVIOUS  
DOCUMENTS  
IN POOR  
ORIGINAL  
CONDITION**

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

**THIS INDENTURE**, made the 11 day of August, nineteen hundred and eighty-two  
**BETWEEN**

ESTATE OF PETER J. MESSINA BY CLARA MESSINA,  
 152 Walsh Road, New Windsor, New York 12550

as executor <sup>rix</sup> of  
 Peter J. Messina

the last will and testament of  
 , late of

who died on the 24th day of December, nineteen hundred and eighty-one  
 party of the first part, and

RAYMOND D. YANNONE  
 6 Allen Place, New Windsor, New York 12550

party of the second part,

**WITNESSETH**, that the party of the first part, to whom letters  
 testamentary were issued by the Surrogate's Court, Orange County, New York  
 on February 11, 1982 and by virtue of the power and authority given in and by said last will  
 and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of

FIFTY THOUSAND (\$50,000.00) -----

dollars,

paid by the party of the second part, does hereby grant and  
 release unto the party of the second part, the distributees or successors and assigns of the party of the second  
 part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
 lying and being in the Town of New Windsor, County of Orange and State of  
 New York, being lot numbered Three hundred forty-one (341) on a map  
 or plan of City Park dated August 16, 1909, made by A. L. Eliot,  
 Civil Engineer, and filed in the office of the Clerk of Orange  
 County August 30, 1909, and more particularly described as follows,  
 to wit:

BOUNDED northeasterly by Walsh's Road, 50.12 feet; southeasterly  
 by Lot 340 on said plan 110.62 feet; southwesterly by Lot 342 on said  
 plan forty (40) feet; northwesterly by Meriline Avenue One  
 Hundred One (101) feet. Containing, according to said plan, 5265  
 square feet, more or less. Together with the fee, in so far as  
 the parties of the first part have the right to convey the same,  
 of all the streets and ways shown on said plan, in common with the  
 owners of the other lots shown on said plan, and subject to the  
 right of all of said owners to make any customary use of said streets  
 and ways.

ALSO ALL that track or parcel of land situate in the Town of  
 New Windsor, County of Orange and State of New York, being lots  
 numbered three hundred thirty-nine (339), three hundred forty  
 (340) and three hundred forty-two (342) on a map of City Park,  
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 filed in the office of the Clerk of Orange County, August 30, 1909,  
 and more particularly described as follows, to wit:

BOUNDED northeasterly by Walsh's Road sixty-one and 4/100  
 (61.04) feet; southeasterly by Lots 338, 335 and 334 on said plan  
 156.86 feet; southwesterly by Lot 343 on said plan one hundred (100)  
 feet; northwesterly by Meriline Avenue thirty-five (35) feet;  
 northeasterly by Lot 341 on said plan forty (40) feet northwesterly  
 by lot 341 on said plan 110.62 feet. Containing according to

152 Walsh Road, New Windsor, New York 12550

as executor <sup>rix</sup> of  
Peter J. Messina

the last will and testament of  
, late of

who died on the 24th day of December, nineteen hundred and eighty-one  
party of the first part, and

RAYMOND D. YANNONE

6 Allen Place, New Windsor, New York 12550

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to wit:

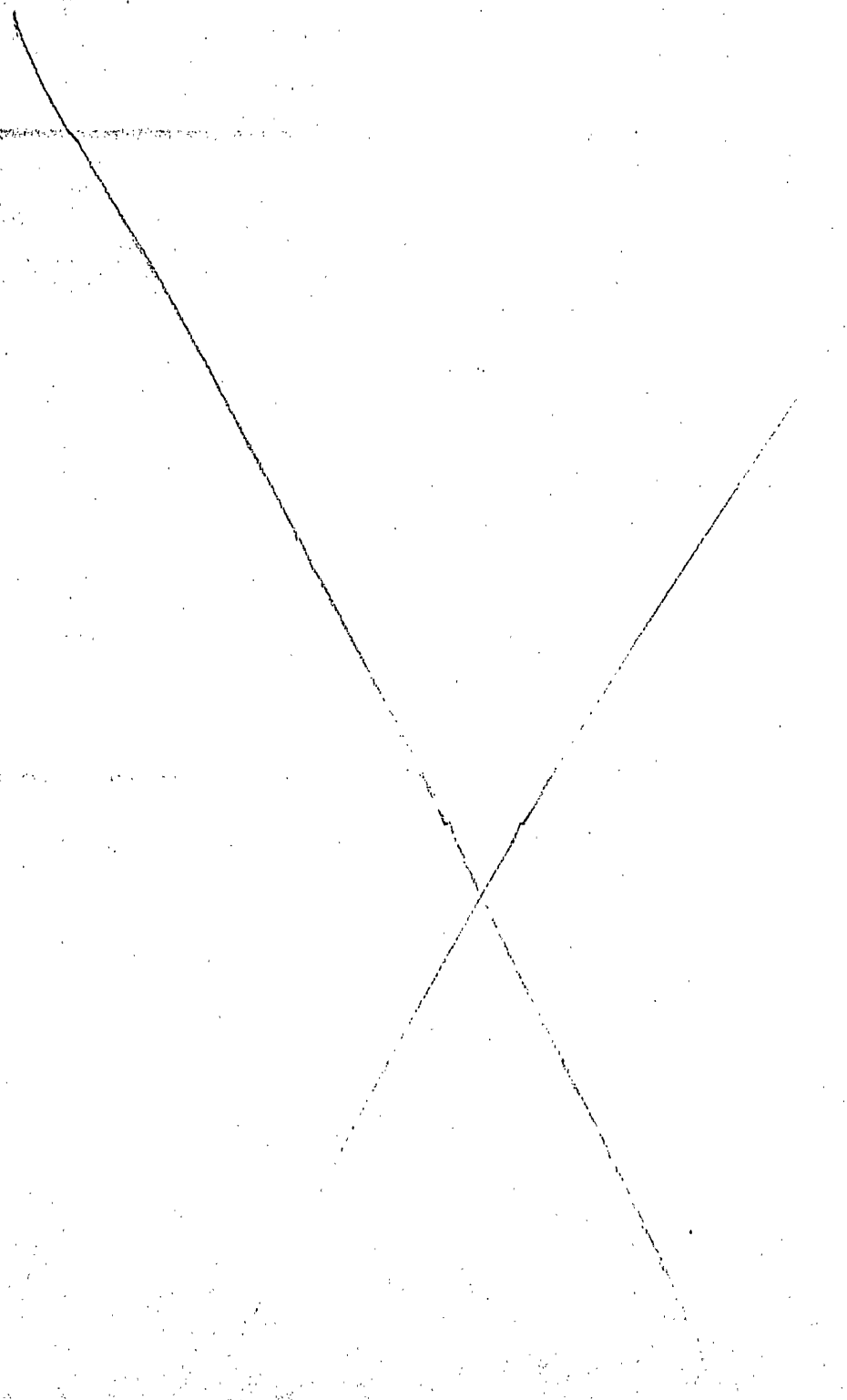
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owners of the other lots shown on said plan, and subject to the  
right of all of said owners to make any customary use of said streets  
and ways.

**ALSO ALL** that track or parcel of land situate in the Town of  
New Windsor, County of Orange and State of New York, being lots  
numbered three hundred thirty-nine (339), three hundred forty  
(340) and three hundred forty-two (342) on a map of City Park,  
dated August 16, 1909, made by A. L. Eliot, Civil Engineer, and  
filed in the office of the Clerk of Orange County, August 30, 1909,  
and more particularly described as follows, to wit:

BOUNDED northeasterly by Walsh's Road sixty-one and 4/100  
(61.04) feet; southeasterly by Lots 338, 335 and 334 on said plan  
156.86 feet; southwesterly by Lot 343 on said plan one hundred (100)  
feet; northwesterly by Meriline Avenue thirty-five (35) feet;  
northeasterly by Lot 341 on said plan forty (40) feet northwesterly  
by lot 341 on said plan 110.62 feet. Containing, according to  
said plan, ten thousand four hundred seventy-four (10,474) square  
feet, more or less. Together with the fee, in so far as the parties  
of the first part have the right to convey the same, of all the  
streets and ways shown on said plan, in common with the owners of the  
other lots shown on said plan, and subject to the right of all of said  
lot owners to make any customary use of said streets and ways. No  
house costing less than Four Hundred Dollars shall be built on  
said lots.

LIBER 2229 284

Being the same premises conveyed by the Building and Loan Association of Newburgh, New York to Peter J. Messina by Deed dated August 31, 1940 and recorded in the office of the Clerk of the County of Orange October 26, 1940 in Liber 848 of Deeds at page 175.





STATE OF NEW YORK, COUNTY OF ORANGE

On the 11th day of August 19 82, before me personally came

CLARA MESSINA, as Executrix

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

*[Signature]*

WINFRED J. TANGREDI  
Notary Public, State of New York  
No. 4707715  
Qualified in Orange County  
Term Expires March 30, 1983

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Executor's Deed

TITLE NO.

G 767167

CLARA MESSINA as Executrix under the Last Will and Testament of PETER J. MESSINA

TO  
RAYMOND D. YANNONE

SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded At Request of

RETURN BY MAIL TO:

ANDREW BIVONA, ESQ.  
10 South Plank Road  
Newburgh, New York 12550

Zip No.

*[Handwritten notes and stamps]*  
Newburgh  
Clerk

Mortgage County Clerk's Office, State  
 Recorded on the 24 day  
 of Aug. 1911 at 10:20  
 o'clock A.M. in Liber 229  
Deeds at page 283  
 and Examined.  
Munroe S. Mays Clerk

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

*[Handwritten signature]*

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

*Handwritten signature of witness*

*Handwritten signature of Clara Messina*  
CLARA MESSINA, Executrix  
of Estate of PETER J. MESSINA

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-34A of the  
Zoning Local Law on the following proposition:

Appeal No. 42.

Request of RAYMOND YANNONE JR.

for a VARIANCE ~~SPECIAL PERMIT~~ of

the regulations of the Zoning Local Law to

permit A AUTO/BOAT MECHANICAL REPAIR,

SERVICE + INSPECTION STATION. (NO PAINTING)

being a VARIANCE ~~SPECIAL PERMIT~~ of

Section 48-9 - Table of Use Regs. - Col. A.

for property situated as follows:

CORNER OF MERLINE AVE. + WALSH RD.

152 WALSH RD., NEW WINDSOR, N. Y.

TAX MAP. REF. SEC. 13 BLK 3 LOT 1

SAID HEARING will take place on the 8<sup>th</sup> day of  
December, 1986, at the New Windsor Town Hall,  
555 Union Avenue, New Windsor, N. Y. beginning at  
7:30 o'clock P. M.

Jack Babcock  
Chairman

Pat Prelim. (2)  
10/27/86 -  
7:30 p.m.

TOWN OF NEW WINDSOR  
ORANGE COUNTY, N. Y.  
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. ....

Date 9/8, 1986

To Michael LaHave (contract lessee) Owner: Raymond  
61 Walnut Ave 778-5174 Yonnene.  
Walden, N.Y.

PLEASE TAKE NOTICE that your application dated 9/8, 1986

for permit to locate CAR REPAIR SHOP  
at the premises located at 152 Walsh Rd. (Formerly Orange Boat Sales.)

is returned herewith and disapproved on the following grounds:

Table of Use Regulation in D/I Zone  
to change Building Use FROM CAR PAINT SHOP  
to <sup>Auto</sup> CAR REPAIR

John Finnegan Zoning Inspector  
Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Rear Front Yd		

TOWN OF NEW WINDSOR  
ORANGE COUNTY, N. Y.  
OFFICE OF ZONING - BUILDING INSPECTOR

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

File No. ....

Date ..... 9/8 ..... 1986

To: Michael LaMaue (contract lessee) Owner: Raymond  
61 Walnut Ave 778-5174 Yonnene.  
Walden, N.Y.

PLEASE TAKE NOTICE that your application dated ..... 9/8 ..... 1986

for permit to locate ~~car~~ Repair Shop  
at the premises located at 152 Walsh Rd. (Formerly Orange Boat Sales.)

is returned herewith and disapproved on the following grounds:

BY (m)  
Table of Use Regulation in D.I. Zone  
to change Building Use FROM CAR PAINT SHOP  
to Auto  
to CAR REPAIR

John J. Finnegan Zoning Inspector  
Building Inspector

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. 1	1	1
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		

\* Residential Districts only

\*\* Non-residential districts only

1  
Name of Owner of Premises RAYMOND D. YANNONE  
Address 152 Walsh Rd. New Windsor Phone 665-5230  
~~Michael LaNave~~  
Address 61 Walnut St. Walden NY Phone 778-5174  
Name of Contractor .....  
Address ..... Phone .....  
State whether applicant is owner, lessee, agent, architect, engineer or builder.....  
If applicant is a corporation, signature of duly authorized officer.

.....  
(Name and title of corporate officer)

1. On what street is property located? On the.....side of Walsh Road  
(N. S. E. or W.)  
and Marline Ave feet from the intersection of.....
2. Zone or use district in which premises are situated Planned Industrial Development
3. Tax Map description of property: Section.....9..... Block.....3..... Lot.....339 + 340 + 341
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:  
a. Existing use and occupancy Auto Body Shop b. Intended use and occupancy Auto Repair Shop
5. Nature of work (check which applicable): New Building.....Addition.....Alteration.....Repair.....Removal.....  
Demolition.....Other.....No work necessary
6. Size of lot: Front..... Rear..... Depth..... Front Yard..... Rear Yard..... Side Yard.....  
Is this a corner lot? Yes
7. Dimensions of entire new construction: Front..... Rear..... Depth..... Height..... Number of stories.....
8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....  
Number of bedrooms..... Baths..... Toilets.....  
Heating Plant: Gas..... Oil..... Electric...../Hot Air..... Hot Water.....  
If Garage, number of cars.....
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....Auto Repair Shop - No paint or body work
10. Estimated cost..... Fee.....  
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

### IMPORTANT

#### REQUIRED INSPECTIONS OF CONSTRUCTION — YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.



Address..... Phone .....

State whether applicant is owner, lessee, agent, architect, engineer or builder.....

If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the.....side of.....  
(N. S. E. or W.)

and.....feet from the intersection of.....

2. Zone or use district in which premises are situated.....

3. Tax Map description of property: Section..... Block..... Lot.....

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy..... b. Intended use and occupancy.....

5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair..... Removal.....

Demolition..... Other.....

6. Size of lot: Front..... Rear..... Depth..... Front Yard..... Rear Yard..... Side Yard.....

Is this a corner lot?.....

7. Dimensions of entire new construction: Front..... Rear..... Depth..... Height..... Number of stories.....

8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....

Number of bedrooms..... Baths..... Toilets.....

Heating Plant: Gas..... Oil..... Electric...../Hot Air..... Hot Water.....

If Garage, number of cars.....

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....  
.....

10. Estimated cost..... Fee.....  
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

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### CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS — 565-8807

- 1—When excavating is complete and footing forms are in place (before pouring).
- 2—Foundation Inspection - check here for waterproofing and footing drains.
- 3—Inspect gravel base under concrete floors, and underslab Plumbing.
- 4—When framing is completed, and before it is covered from inside, and Plumbing rough-in.
- 5—Plumbing final & final. Have on hand Electrical Inspection Data per the Board of Fire Underwriters, and final certified plot plan. Building is to be complete at this time.
- 6—Driveway inspection must meet approval of town Highway Inspector.
- 7—\$20.00 charge for any site that calls for the same inspection twice.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....  
Approved.....19.....  
Disapproved a/c.....  
Permit No. ....

Office of Building Inspector  
Michael L. Babcock  
Town Hall, 555 Union Avenue  
New Windsor, New York 12550  
Telephone 565-8807

Refer —  
Planning Board.....  
Highway.....  
Sewer .....  
Water .....  
Zoning Board of Appeals .....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

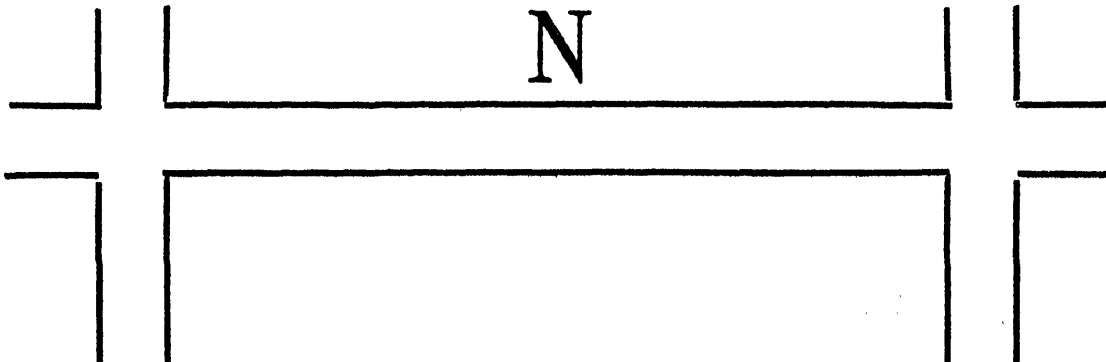
(Signature of Applicant)

(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions...

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Date.....19.....

## INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
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(Signature of Applicant)

(Address of Applicant)

## PLOT PLAN

**NOTE: Locate all buildings and indicate all set-back dimensions. ....**

**Applicant must indicate the building line or lines clearly and distinctly on the drawings.**

